

AGREEMENT
BETWEEN
LINCOLN COUNTY SCHOOL DISTRICT
AND
LINCOLN COUNTY EDUCATION ASSOCIATION
FOR
2012-2014

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ARTICLE I

RECOGNITION

1-1

The District recognizes the Association as the exclusive representative of all licensed personnel employed by the District, excluding the Superintendent, Principals, and all other administrative personnel, Nurses, Teachers' Aides, and Substitute Teachers.

ARTICLE II

DEFINITIONS

2-1

The term "negotiations law" as used in this agreement, shall refer to Chapter 650 of the Statutes of Nevada enacted by the 1969 Legislature and as amended, (commonly known as the Local Employee Management Relations Act).

2-2

The term "teachers," as used in this agreement, shall refer to all contractual, non-administrative, certified personnel eligible for membership in the Lincoln County Education Association including counselors and psychologists.

2-3

The term "association," as used in this agreement, shall mean the Lincoln County Education Association, and is the entity known as the Employee Organization as defined in S.N. 650, Section 5, (N.R.S. 288.040).

2-4

The term "school trustees," as used in this agreement, shall mean the Board of School Trustees of the Lincoln County School District, and is the entity as defined in the Local Government Employer in S.N. 650, Sec.7. (N.R.S. 288.060).

2-5

The term "school trustee" and "association" shall include authorized officers, representatives, and agents. Despite references herein to "school trustee" and "association" as such, each reserves the right to act hereunder by committees or by designated representatives.

2-6

The term "school district" as used in this agreement, shall mean the Lincoln County School District.

2-7

The term "superintendent," as used in this agreement, shall mean the Superintendent of Schools of the Lincoln County School District or his designated representative.

2-8

The term "Contracted School Year," as used in this agreement, shall mean the period of time between the first contracted day in the fall to the last contracted day in the spring.

2-9

The term "Immediate Family," as used in this agreement shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, step-children, half-brother, half-sister, grandchildren, grandparents of employee or spouse, or any relative living in the immediate household of the employee.

2-10

The term "board," as used in this agreement, means the Local Government Employee-Management Relations Board, as defined in S.N. 650, Sec. 4 (N.R.S. 288.030).

2-11

The term "Agreement," as used in this agreement, shall refer to the name of this document being the "Professional Negotiations Agreement between the Lincoln County School District and the Lincoln County Education Association."

2-12

The term "consultant," shall mean any person requested by either the association or the school trustees to provide assistance in the negotiations process.

2-13

The term "contract days," as used in this agreement, shall mean teacher employment days.

ARTICLE III

GRIEVANCE PROCEDURE

3-1

A grievance is a disagreement between an individual, or the Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.

3-2

For the purpose of this article, a "school day" is defined as any calendar day that the school offices are open for business.

3-3

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communications. Accordingly, any grievance may first be discussed with the aggrieved party's Principal, with the objective of resolving the matter informally.

Step 1

School Principal

Within ten (10) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance may be presented to the aggrieved party's Principal.

The Principal will answer the grievance, in writing, within (5) school days.

Step 2

Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at step 1, the party may file the written grievance with the Superintendent within (5) school days.

The Superintendent or his designee will meet with the aggrieved party, his Principal or immediate appropriate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within five (5) school days after receipt of the grievance by the Superintendent. The Superintendent shall, within five (5) school days after this meeting, render his decision, in writing, to the aggrieved party.

Step 3

Grievance Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the aggrieved party may present the grievance to Mediation within five (5) workdays after receiving the Superintendent's response in Step 2.

Procedure for Grievance Mediation:

1. The Superintendent must respond to a Grievance request for Mediation within five (5) workdays.
2. The Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.

4. The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing within (30) days.
5. If no solution is reached to the satisfaction of both parties, the Grievance and all information in Steps 1 and 2 shall be moved to Step 4.

Step 4

Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to binding arbitration within five (5) school days after the Mediator has responded.

The arbitrator will be selected in the same manner as outlined in Step 3.

The Expedited/Streamlined Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.

3-4

Arbitration Costs

The costs of all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensations of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- b. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall determine the losing party. In the event of a split decision the arbitrator shall determine the portion of the total cost to be borne by each party.

3-5

Individual Rights

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis.

3-6

Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article
2. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Step 2. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Grievances involving administration above the building level may be filed by the Association at Step 2.
3. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

3-7

No Reprisal

No reprisal of any kind will be taken by the Trustees or the administration against any person because of participation in this grievance procedure.

3-8

Cooperation of the Employer and Association

The Trustees and the administration will cooperate with the Association in its investigation of any grievance, and both parties will furnish such relevant information as is requested for the processing of any grievance.

3-9

Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the forgoing grievance procedure prior to taking any other action. In the event the Association fails to comply with this section the Employer may request arbitration as set forth in Step 4.

3-10

Arbitrators Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

ARTICLE IV

ASSOCIATION ACTIVITIES

4-1

The school trustees hereby agree that every certified employee of the school district shall have the right to freely join the association for the purpose of supporting the cause of education and welfare of the teachers, and shall not in any manner interfere or discourage nor allow any of its employees to interfere with such activity.

4-2

The school trustees will not discharge, dismiss, or discriminate against any teacher by reason of his membership in the association or his participation in any grievance.

4-3

The association, along with other employee associations, shall be allowed time for meetings after the completion of the first general session of all employees, at the beginning of each school year.

4-4

The association agrees that all of its activities will be conducted so as not to interfere with teachers' regular duties and obligations. This will not be construed so as to prevent teachers from participating in the fact finding process of the Local Government Employee-Management Relations Act. The association agrees to pay the cost of the substitute's pay of the teacher attending fact finding, and will not be construed so as to stop a teacher from attending state association and Southwest Regional meetings, nor any other N.E.A., N.S.E.A., or U.C.N., meetings to which they are official delegates or representatives.

4-5

The association shall have the right to place, in a reasonable manner, appropriately identified notices, circular and other materials on school faculty bulletin boards and in the teachers' mail boxes.

4-6

The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling such with the principals of the school, provided that this shall not interfere with or interrupt normal school operations.

4-7

The association will not send notices home with students and will not discuss association business with students.

4-8

The association shall have the privilege of using school facilities and equipment including typewriters, mimeographing machines and other duplication equipment, calculating machines and audiovisual equipment at reasonable times, providing this shall not interfere with normal school use and used for purposes other than partisan politics. Materials and labor shall be supplied at association expense.

4-9

Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

4-10

The duly authorized representatives of the association and the organizations with which the association is affiliated, not employed by the Lincoln County School District shall be permitted to discuss matters pertaining to association business only after dismissal of the students and with the approval of the school principal.

ARTICLE V

TRAVEL REQUESTS AND REIMBURSEMENT

5-1

The school district shall reimburse any teacher for travel required for school business at the approved district rates as agreed upon by the Board of Trustees and the LCEA.

5-2

Teachers wishing to visit other schools or attend workshops at their own expense may do so provided:

1. A letter stating the purpose and desired outcome of the visit is presented to their principal.
2. Teachers pay cost of substitute teacher if hiring a substitute is necessary.
3. Approval of principal (in writing with a copy to the superintendent) is received by the teacher.

5-3

Teachers may visit other schools or special meetings and workshops with released time and/or travel expenses paid if:

1. Teacher is requested by the superintendent to attend for purpose deemed beneficial to the school district.
2. Principal recommends in writing, that teacher attendance will be beneficial to his school and receives written affirmation from the superintendent.

5-4

In the event estimated expenses for the above exceed \$1000, approval of the Superintendent of schools must be given prior to visitation.

ARTICLE VI

EMPLOYMENT OF TEACHERS

6-1

Subsequent to the effective date of this agreement, new personnel hired as classroom teachers by the school trustees will be properly certificated according to the laws regulating their field of teaching. The association recommends, and the Lincoln County Board of School Trustees agree, that teachers hired in the future for positions (with the exception of persons enrolled in an authorized university program for student teachers) in the Lincoln County School District, will hold at least a Bachelor's Degree and the special certificate in his field of teaching which is required by the Nevada State Department of Education, whenever possible.

6-2

It is recommended that vacancies which occur in the school district in existing or new permanent administrative or teaching positions during the school year should be advertised within the school district prior to the selection of a person to fill the vacancy. Applications from currently employed teachers will be accepted and given consideration with new applications for transfer or promotions into positions for which they are qualified.

6-3

It is agreed that principals should have the opportunity whenever possible to interview prospective teachers who may be under their jurisdiction, and fill the particular teaching assignment.

6-4

Teachers shall be given at least ten (10) days to examine their own contract before it must be signed and returned to the principal.

6-5

No teacher should be reprimanded or disciplined publicly unless he asks for a public hearing.

6-6

The number of days that each post-probationary teacher is under contract shall not exceed 183 days and probationary teachers shall not exceed 184 days and in schools working a four (4) day work week, teachers shall not exceed between 155.27 days at 8.25 hours and 146.4 days at 8.75 hours per day. Additional days may be worked using flexible Fridays. Flexible Friday scheduling must be conjointly agreed on by each teacher and site administrator and be equal to the time worked by teachers in five (5) day schools. (1281 hours)*

6-7

All work locations and teaching or classroom assignments will be specified on the individual contracts.

6-8 Involuntary Transfer

- a. An involuntary transfer/reassignment may be initiated due to a decline in enrollment, closing of a school, or failure to meet enrollment projections.
- b. Involuntary transfers/reassignments, if made, will be on the basis of reverse seniority among teachers with the same certification or endorsement.
- c. Employees who are involuntarily transferred or reassigned shall be given ten working days advance notice prior to the effective date of the transfer/reassignment.
- d. For purposes of Article 6-8, a transfer is the movement of a teacher from one work location to another work location at a different work site and a reassignment is the movement of a teacher from one subject area or one grade level to another grade level or subject area at the same work site.

ARTICLE VII

SUMMER AND EVENING SCHOOLS

7-1

Teaching positions for summer school and night school and for positions under federal programs should be publicized whenever possible. All teachers that desire a position in summer school, night school, and for positions under federal programs should make application with the superintendent within their teaching fields.

7-2

In filling such positions the school trustees will hire the best qualified instructor available.

7-3

Any teacher employed for additional full time certified teaching positions beyond the regular five (5) day work week of 183 day school year for post-probationary and 184 day school year for probationary teachers, or a four (4) day work week of between 155.27 days at 8.25 hours and 146.4 days at 8.75 hours per day shall be employed at the rate of 2.1% of his base contract for each week of service required.

7-4

For part-time positions beyond the regular school day, or school year, which are mutually agreed upon by the teachers and the school board, teachers will be paid \$20.00 per hour for teaching assignments or a contract amount for specific non-teaching tasks.

ARTICLE VIII

LEAVES OF ABSENCE

8-1

Upon two weeks prior notification to the principal, five (5) days leave annually, without loss of pay, shall be granted the association president or his appointee for the purpose of attending professional association meetings, conferences, delegate assemblies, conventions, or for the purpose of visiting other schools within the Lincoln County School District. Ten (10) additional days may be granted by the school board with any salary deductions limited to the substitute's pay scale and reimbursed to the district by the association.

8-2

Association representatives attending the annual Delegate Assembly shall be granted leave without loss of pay.

SICK LEAVE AND DISABILITY AND BENEFITS

8-3

Each full time teacher shall be credited with fifteen (15) days (105 hours) of sick leave at the beginning of each school year. Unused sick leave shall accumulate without limit. Teachers who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of the school year, on a basis of one and one-half (1 ½) days of sick leave for each school month of service to be performed during that year. Teachers who leave the district prior to the end of the school year shall only be given their prorated share of sick leave predicated on a basis of one and one-half (1 ½)

days per month worked. In schools working a four-day or a five-day school week, these days will be used in hours corresponding to the actual hours not worked.

8-4

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability, to the end of the school year. This leave may be renewed each year by the school trustees upon written request of the teacher.

8-5

Leave with pay, within the limits of the sick-leave policy, for an operation shall be allowed provided the attending physician certifies that the operation should not be postponed. Verification from the attending physician may be required.

8-6

Teachers shall be granted by the superintendent a minimum of one (1) day and not more than seven (7) consecutive days, with pay to be deducted from sick leave to attend the funeral of a member of the immediate family. Request for extension of this leave shall be directed to the superintendent and approved by the board of trustees.

8-7

Teachers may be granted a leave of absence with pay to be deducted from sick leave, from 1 to 10 days, to any teacher unavoidably absent because of serious illness or serious accident within the immediate family. Request for this leave should be directed to the school trustees.

8-8

For the 07-08 school year, teachers leaving the employment of the district shall be paid twenty-one percent (21%) of employee's daily wage for each day of unused sick leave up to 250 days providing they have ten (10) consecutive years of contracted employment in the Lincoln County School District. In schools working a four-day school week, these days are based on the total amount of hours accumulated divided by seven (7) to determine unused sick leave total days to be paid.

For the 08-09 school year, teachers leaving the employment of the district shall be paid twenty-three percent (23%) of employee's daily wage for each day of unused sick leave up to 250 days providing they have fifteen (15) consecutive years of contracted employment in the Lincoln County School District.

VISITATION

8-9

Upon written request to the principal, and with the approval of the superintendent, teachers may be granted professional leave to visit other schools for the purpose of observing methods of discipline, class organizations, methods of instruction, experimental programs, or other activities related to education. No deduction from salary shall be made for approved visits of this type. (Refer to Article V-3)

COMMUNITY SERVICE AND UNFORESEEN CIRCUMSTANCES

8-10

Leave of absence not to exceed five (5) days in any school year may be granted by the superintendent upon written application in advance for participation in civic or community activities. Five (5) days may also be given, upon notification to the principal, by a teacher for leave for unforeseen circumstances as cannot reasonably be foreseen under normal circumstances. If a teacher has leave in both areas under this section his total leave shall not exceed five (5) days. Salary deduction shall be limited to the substitute's pay.

MILITARY LEAVE

8-11

Teachers who must serve under involuntary order in military programs shall have no loss of salary from the school district for participation in such programs for up to fifteen (15) days per school year.

PROFESSIONAL LEAVE

8-12

With the approval of the principal, superintendent, and the school trustees, leave will be granted for the purpose of attending professional meetings, conventions, conferences, assemblies, with no deduction from salary if it is thought that such attendance will render an educational service of value to the Lincoln County School District. At the discretion of the school trustees, per diem and/or travel may be provided by the district. (Refer to Article V-3)

PERSONAL LEAVE

8-13

At the beginning of each year, each employee will be credited with three (3) personal days of leave at full pay. Unused personal days will be allowed to accumulate up to six (6) days. Teachers who leave district employment prior to the end of the contract shall only receive their prorated share of personal leave based on the number of school months worked. (Three and one third months worked = one day prorated)

8-14

Personal leave shall be granted to employees without limitation as to the purpose for the first two (2) days. If employees are entitled to any accumulated personal days, an explanation must be made in writing to the superintendent as to the purpose and shall be granted at his discretion. Such leave shall not be unreasonably denied.

8-15

Personal days shall not be taken the day prior to or the day immediately following any vacation period or holiday except in the case of an emergency or by permission of the principal.

8-16

Employees wishing to use personal leave shall notify their immediate supervisor of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of emergencies. In the latter case, notice should be given as early as possible. All personal leave is subject to scheduling by the appropriate supervisor.

EDUCATIONAL SERVICES

8-17

At the request of the superintendent and with the approval of the principal, teachers may be excused from their regular duties in order to organize or participate in events which provide educational services. This leave shall include, but not be limited to, institute, day preparation or evaluation of pilot programs.

MATERNITY LEAVE

8-18

Any female employee who becomes pregnant shall be entitled to use sick leave for the period of time just before delivery, during delivery, and after delivery. The time at which the employee leaves and returns shall be mutually agreed upon by the employee, the superintendent, and the employee's physician.

JURY DUTY LEAVE

8-19

Leave shall be granted, with no deduction in pay, for any teacher required to be absent from assigned teaching duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the teacher's attendance is compelled by a duly issued subpoena or court summons. Any pay for jury duty will be reimbursed to the district.

SICK LEAVE BANK

8-20

- a. Employees covered by this agreement may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.
- b. Only individuals who have contributed to the bank are eligible for benefits.
- c. Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee. The Committee shall be made up of two members appointed by the LCEA President, one member appointed by the LCASP President, one member appointed by the LCAA President, and one member appointed by the Board of Trustees. The decision of the Committee shall be final.
- d. At the beginning of each school year there will be a nine week open enrollment period. In addition, any new hire may join within nine weeks of employment. Eligible staff must notify the school district in writing of their desire to participate in the bank.
- e. Enrollment in the bank shall continue automatically from year to year with one assessed day per member, per year, unless notice of withdrawal is given in writing to the school district during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the bank.
- f. The bank shall assess one day per member, per year, until an accumulation of 750 days is reached. When the number of days in the bank falls below three hundred (300), the Committee will reinstate the yearly assessment.
- g. The maximum any one can contribute to the sick leave bank at any one time is one sick leave day.
- h. All requests must be made in writing to the District office on the sick bank form. When a form is submitted, the committee will meet to grant, deny, or modify the request.

8-21

SABBATICAL LEAVE

- h. An unpaid, one-year sabbatical leave may be granted for employees who meet qualifications. A teacher must have taught in the district for five years and provide written purpose for the leave. Only one employee per school may be on sabbatical leave during any given school year. The district and employee will sign an agreement that the employee's same position, at the same school, will be retained upon the return of said employee. Said employee shall immediately return and will teach in the district for three consecutive years.

8-22

INCENTIVE PROGRAM

- a. Teachers shall receive a one-time incentive payment of \$400 for not using any sick leave nor personal leave days for each contract year. The one-time incentive payment shall take place no later than the November pay-day of the following contract year.

ARTICLE IX

GROUP INSURANCE

9-1

The school district agrees to offer group health and accident insurance to all teachers and their dependents.

9-2

The school district will pay 100% of the individual group health and accident insurance for all teachers who wish to participate for the full twelve month period commencing September 1 and ending August 31.

9-3

The school district will pay 100% of the group term life insurance for all employees who wish to participate for the full twelve month period commencing September 1 and ending August 31.

9-4

All members of the bargaining unit, at the teacher's option, may be provided insurance within the terms and conditions of the Lincoln County School District's group insurance plan.

9-5

Teachers may purchase dependent health and accident insurance coverage at no cost to the district.

ARTICLE X

PROTECTION FOR TEACHERS

10-1

The school trustees will provide liability insurance protection for any teacher who is acting within the limits of his responsibilities.

10-2

No written periodic evaluation report or written reprimand concerning a teacher will become a part of the teacher's personnel file without the teacher being presented a copy signed by both the teacher and the evaluator thereof, and being given the opportunity to discuss the matter with the principal.

10-3

A teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.

10-4

This agreement shall not be interpreted as providing an all-inclusive statement of the rights and privileges of the teachers and the school trustees.

ARTICLE XI

CORRECTIVE DISCIPLINE AND TERMINATION

11-1

Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

1. The District will, through a corrective discipline system, give employees an opportunity to improve their job performances and/or behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
2. If disciplinary action is deemed necessary, the following steps will be taken:
 - a. Verbal Warning/Reprimand - A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense. A warning is administered by the employees' immediate supervisor.
 - b. Written/reprimand - A written or formal warning is given to the employee in the first instance for more serious offenses or after repeated instances of

minor offenses. The warning is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the employee's personal file, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal warning.

- c. **Suspension Without Pay** - If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. Under suspension, the employee is barred from working for a period of time, and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to twenty (20) days.

An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal district business.

3. **Dismissal**-An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated.

11-2

Termination

1. **Resignation** - An employee who resigns shall submit his/her resignation in writing to the District and give at least two (2) weeks' notice.
2. The Association agrees that in the event any employee resigns on or after July 1, of the year in which the contract is tendered for the ensuing contract year that should Lincoln County School District suffer a financial burden of at least five percent of the base salary of the adopted teachers' salary schedule in locating a replacement employee that said employee shall pay Lincoln County School District five percent of the base salary of the adopted teachers' salary schedule as liquidated damages in the event the employee resigns on or after July 1 of the year in which the contract is tendered for the ensuing contract year. This provision may be waived if mutually agreed by the employee and the District.
3. **Probationary Employee Termination**-If, during the probationary period, an employee's performance or conduct is not overall satisfactory or he/she fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated.

Every probationary teacher being terminated will be entitled to the following:

- a. The teacher will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the termination of his/her services.
- b. The teacher may, within ten (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.

4. **Post-probationary Employee Termination**

A post-probationary employee may be terminated or subject to disciplinary action if his/her performance or conduct is not overall satisfactory for the following reasons:

- a. Inefficiency
- b. Immorality
- c. Unprofessional conduct
- d. Insubordination
- e. Neglect of duty
- f. Physical or mental incapacity
- g. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization
- h. Conviction of a felony-or of a crime involving moral turpitude
- i. Inadequate performance
- j. Evident unfitness for service
- k. Failure to comply with such reasonable requirements as a board may prescribe
- l. Failure to show normal improvement and evidence of professional training and growth
- m. Advocating overthrow of the government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating of teaching communism with the intent to indoctrinate pupils to subscribe to communistic philosophy
- n. Any cause which constitute grounds for the revocation of a teacher's state certificate
- o. Willful neglect or failure to observe and carry out the requirements of this title
- p. Dishonesty

In determining whether the professional performance of a certificated employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared in accordance with the District Policy.

5. **Consideration Before Termination**

Prior to termination, excluding termination pursuant to sections 3, 6, and 7 of this article, an employee shall be given a warning and a reasonable time to rectify the problem. This warning will include:

- a. A precise definition of the problem in terms of professional deficiency
- b. A precise set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined
- c. A prescription for remediation which spells out courses of action and time-expectations so the teacher involved can reach an acceptable level of performance
- d. A prescription for assistance by the principal or immediate supervisor which spells out courses of action and time lines whereby the teacher will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension.

Any incident or situation that arises during the current school year that could possibly be cited as a reason for termination will be discussed promptly with the teacher.

The District reserves the right, as a form of discipline, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.

6. An employee may be terminated without prior warning for the following misconduct or causes:

- a. Immorality
- b. Physical or mental incapacity
- c. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization
- d. Conviction of a felony or of a crime involving moral turpitude
- e. Dishonesty

Whenever the superintendent has reason to believe that cause exists for the dismissal of a certificated employee and when he is of the opinion that the immediate suspension of the employee is necessary in the best interests of the children in the district, the superintendent may suspend the employee without notice and without a hearing. Notwithstanding the provisions of NRS 391.312, a superintendent may suspend a certificated employee who has been officially charged but not yet convicted of a felony or a crime involving moral turpitude or immorality. If the charge is dismissed or if the employee is found not guilty, he must be reinstated with back pay, plus interest, and normal seniority. The superintendent shall notify the employee in writing of the suspension.

7. Abandonment of Work

An employee absent from work in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned his/her job and shall be terminated.

11-3

JUST CAUSE :

No employee shall be disciplined, suspended, dismissed, non-renewed, or terminated without just cause.

ARTICLE XII

CURRICULUM AND INSTRUCTION

12-1

Textbooks shall be considered an instructional aid and shall be provided in sufficient quantities based on enrollment.

12-2

Supplementary materials shall be supplied if evidence can be provided to justify the educational value and economic investment and if funds are available in the department's budget.

12-3

Supplies and equipment. Teacher's recommendations on the quality and durability of supplies and equipment may be considered when ordering or reordering.

12-4

Teachers shall retain a copy of the requisition form whereupon they have requested supplies and equipment and shall be informed of the disposition of their request upon inquiry of the principal, or the person responsible for ordering said materials.

ARTICLE XIII

SAFETY AND HEALTH

13-1

An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.

13-2

Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.

13-3

Should the employee conclude that the working condition is unsafe and refuse to continue to work, if it is concluded during the grievance procedure that the working condition is safe, the employee may be subject to disciplinary action.

13-4

The district will provide separate restroom facilities for teachers at all schools, as time and money permits.

ARTICLE XIV

TEACHER PERSONNEL FILES

14-1

A copy of each written report, comment, or reprimand concerning a teacher which the school district places in the teacher's personnel file shall be provided that teacher. The teacher shall sign the personnel file copy of the report, comment, or reprimand as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document.

14-2

Any written response by the teacher to any written report, comment, or reprimand shall also become a part of the teacher's personnel file and shall remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked the teacher shall note under his signature on the report, comment or reprimand at the time of response that a response has been made.

ARTICLE XV

TEACHER EVALUATION AND SUPERVISION

15-1

Teachers will be evaluated according to the Lincoln County School District Regulations and in accordance with NRS 391.3125--Evaluation of Teachers.

15-2

Video and audio surveillance images or recordings are prohibited for use as a substitute or supplement to personal observations by the administrator charged with evaluating licensed personnel.

ARTICLE XVI

TEACHING HOURS AND TEACHING LOAD

16-1

Teachers will not be required to work longer than seven (7) hours on a five (5) day work week or on a four (4) day work week, teachers shall not exceed between 155.27 days at 8.25 hours and 146.4 days at 8.75 hours, not including the lunch period or preparatory work after regular working hours or extra-curricular assignments with the exception of the following:

1. Teachers, as necessary, may be required to report earlier and/or remain longer to attend general faculty meetings and special meetings when called by the superintendent or the principal.
2. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the association. Teachers are expected to be available to parents and students for counseling before and/or after the first and/or last regularly scheduled class or preparation period.
3. The building administrator, working with teachers shall determine and assign such duties as bus, yard, hall, extra-curricular, and other assignments which are necessary for the operation of the school. It shall be the intent of the Lincoln County School District to evenly distribute the work load among teachers. Each Teacher, however, shall be provided with a duty free lunch period.
4. The principal shall have the authority to permit divergence by teachers from the regular school day.
5. Teachers shall continue the tradition of participating in open house, educational fairs, and other responsible activities. Participation in Parent Teacher activities is encouraged.
6. In schools working a four (4) day week, teachers will work between 8.25 and 8.75 hours per day, not including the lunch period. Each teacher and the site administrator must conjointly agree to schedule the number of hours per day and the number of hours that will be worked on Fridays to make the amount of time equal to the time worked by teachers in five (5) day schools. (1281 hours)*

16-2

All secondary teachers shall be provided one class period per day for preparation.

16-3

All elementary teachers shall be provided a 50 minute prep period daily. All elementary teachers shall be provided 200 minutes of prep time per week. A majority of LCEA members and the Site Administrator may determine alternative preparation period time. Both parties must conjointly agree to the alternative preparation period time.

16-4

In schools working a four (4) day school week, it is hereby agreed;

- a. The District will negotiate over the impacts and effects of any decision to implement a 4 day school week at school sites other than school sites in Alamo;
- b. No licensed teacher of the recognized bargaining unit employed in work sites implementing a 4 day school week loses salary, hours of work, benefits, or any other right provided by the negotiated agreement solely due to the change to a 4 day school week;
- c. For the purposes of leave and retirement, licensed teachers employed in work sites implementing a 4 day school week, all benefits of the negotiated agreement referring to days shall have leave days converted into hours;
- d. The language in this section supersedes any conflicting language in the negotiated agreement;
- e. The District will negotiate over the impacts and effects of any decision to return from a 4 day school week to a 5 day school week.

ARTICLE XVII

NONDISCRIMINATION

17-1

The parties agree to comply with NRS 288.270 in its entirety with regards to nondiscrimination.

ARTICLE XVIII

RETIREMENT

18-1

The school district agrees to pay 100% of the employee and district contribution as required by the Public Employees Retirement System (PERS).

18-2

The school district will offer certified personnel a retirement incentive of 4% per year for the final two (2) years of service. This benefit would be offered to certified employees who have completed fifteen (15) or more years of service in the Lincoln County School District.

18-3

The school district may purchase up to two (2) years retirement for certified personnel who have successfully completed twenty (20) or more years of full time (7 hours minimum per day) service in the Lincoln County School District. No purchased year shall apply to any year beyond 30 years.

18-4

The Lincoln County School District recognizes that there are certified employees that can work and receive PERS until their thirty-sixth year of employment. The Lincoln County School District may purchase retirement for this group of employees past their thirtieth (30) year of service in Lincoln County.

ARTICLE XIX

DUES DEDUCTION

19-1

The school trustees agree to deduct dues from the salaries of the employees covered by this agreement for the Nevada State Education Association, UniServ Counsel of Nevada and the National Education Association. Such deductions shall be made in accordance with the provisions of the dues authorization form solely for those employees who have voluntarily executed such forms. These monies shall be transmitted promptly to the Lincoln County Education Association.

19-2

The association will certify to the school trustees in writing the current rate of membership dues. The school trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

19-3

Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

ARTICLE XX

REDUCTION IN FORCE POLICY

20-1

The school district retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which reductions in force will occur.

20-2

Subject to the determinations set forth in 20-1, the school district will do the following:

- a. Teachers who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force. Early retirement will be encouraged and an incentive for retirement may be used.
- b. Any additional reductions will be determined by the district's administration. They shall determine the area, subject or programs that will lose positions. These determinations shall be discussed at an open meeting of the Lincoln County Board of Trustees. A seniority system will be used to aid in determining further reduction of personnel.

20-3

Seniority

Seniority shall be defined as the total number of years with a teaching contract of employment from the date of hire by the Lincoln County School Board. The employment contract must be validated by a verified teaching license from the NV Department of Education, Teacher Licensure. Teachers granted sabbatical leave or other approved leave of absence, will not lose the seniority accumulated prior to leaving, but will not have the absent time from Lincoln County School District added to their seniority. In the case of a teacher who has resigned (voluntarily terminated) and subsequently been rehired, seniority shall commence with the first paid day of work after rehire. Resignation forced on account of maternity shall not be considered for these purposes as a voluntary resignation.

In the event two employees begin the accrual of seniority on the same date of hire by the school board, seniority ranking will be determined by 1) the date of application to the district, and 2) a lottery.

Part-time teachers will have a fractional portion added to their seniority.

Before a teacher is released due to reduction-in-force, he/she shall be given an opportunity to transfer to another position within Lincoln County School District in which he/she has seniority, licensed certification, and received an "effective" or "highly effective" appraisal on the most recent evaluation. In the event that a reduction-in-force is deemed necessary, the teacher with the least seniority will be the first teacher released.

unless no other teacher within Lincoln County School District can fill the position which his/her release causes to become vacant.

A seniority list will be created by the district on or before the last day of March of each year and will be posted at each school within the district. The seniority list posted will only include each employees name and number of years employed.

This seniority list is effective upon union ratification and school board approval.

20-4

In the event two or more teachers have the same seniority, the board will determine which teacher they will retain.

20-5

Notification of a RIF will be given to the teacher before April 1 of the current school year. In an emergency, RIF notification will be as soon as determination of RIF has been made.

20-6

The laid-off teacher will be put on the substitute teacher's list.

20-7

Released teachers shall be placed on leave of absence with no obligation by the school district to rehire after the expiration of one (1) school calendar year. Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the teacher is certified and qualified. The school district shall notify teachers placed on leave of absence of subsequent vacancies by mail to the last address registered by the teacher with the school district personnel office.

20-8

The teacher must respond to the school district office within 10 working days of their desire to be re-employed. If the school district office is not notified within the first frame, that teacher's name will be dropped from the seniority list.

ARTICLE XXI

SUCCESSORSHIP CLAUSE

21-1

The district agrees to not convey or transfer or cause to convey or transfer its operations to a new employer and/or charter school without first securing the agreement of the successor to assume the district's obligations under this agreement.

ARTICLE XXII

EXTRA-CURRICULAR COMPENSATION

22-1

Extra-curricular pay will be paid by employee choice of Option A: After sports season or Option B: As part of regular monthly pay check.

22-2

Steps 0-10 (BA) from the Negotiated Certified Salary Schedule will be placed in the LCSD Extra-curricular Salary Schedule as the base amount for calculating extra-curricular salaries each time a new Certified Salary Schedule is ratified. The salary will be calculated by multiplying the base amount times 1% for the steps in column one, by 2% for the steps in column two, by 3% for the steps in column three, by 4% for the steps in column 4, by 5% for the steps in column five, by 6% for the steps in column 6 and by 7% for the steps in column 7.

(see attached schedule)

ARTICLE XXIII

CALENDAR

23-1

Regular holidays will include but not be limited to:

- A. Thanksgiving Holiday: Wednesday, Thursday, and Friday of Thanksgiving week.
- B. Christmas Holiday: December 22nd through January 1st (inclusive)
- C. Spring Break: The week after Easter.

23-2

The school year will consist of two days prior to the children arriving in August and one day after they leave in May.

ARTICLE XXIV

PAY SCHEDULE

24-1

Pay day will be the 15th of each month.

ARTICLE XXV

GENERAL SAVING CLAUSE

25-1

It is not the intent of either party hereto to violate the laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the agreement shall remain in full force and effect.

ARTICLE XXVI

EXTRA-CURRICULAR ASSIGNMENTS

26.1

LCSD will dis-continue its practice of issuing one contract for teaching and extra-curricular assignments as of 26 November 2012. Extra-curricular assignments will receive a separate contract not subject to PERS contributions by the LCSD.

26.2

Qualified teachers will have the right of first refusal of all extra-curricular assignments.

26.3

It is understood that LCSD has sole discretion on who will be head coach in the schools.

26.4

Any extra-curricular position is at the discretion of the LCSD. Any vacancies will be filled as per article 26.2.

ARTICLE XXVII

NO CHILD LEFT BEHIND

The Lincoln County School District and the Lincoln County Education Association recognize that the passage of the federal law "No Child Left Behind Act of 2001" (the Act) and passage of Senate Bill 1 by the 2003 Nevada Legislature does not supersede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours, or other mandatory subject(s) of bargaining. Therefore the parties agree that when there is an impact on employee wages, hours, or other mandatory subject(s) of bargaining due to the implementation of any of the components of the Act or SB1, negotiations will commence promptly upon the request of either party as per the No Child

ARTICLE XXVIII

TERMS OF AGREEMENT

28-1

This agreement is for a period of two years unless either party sees a need to re-open negotiations for changes in compensation, PERS contributions, or health insurance.

This agreement shall become effective July 1 2012, and will continue until June 30, 2014, or such time thereafter that a successor contract is negotiated and ratified by both parties or on that date that a new contract is awarded by an arbitrator.

28-2

Compensation for 2012-2014

The salary schedule was re-negotiated for the 2012-2014 school years to add a longevity increase of \$1430 for those employees who had completed 15 years of employment as a certified licensed teacher in NV. Eligibility will be noted with a +L on the contract.

All lane changes for credits earned and longevity salary steps will be given as they apply.

The School District agrees to pay 100% of the employee and district contribution as required by the Public Employees Retirement System (PERS).

Employees agree to pay a 5% increase to their family health insurance premium and the district will pay a 5% increase to the employee's premium and give a one-time contribution of \$100,000 to the health insurance plan's balance.

In witness thereof, the parties have hereunto set their hands this

_____ day of _____

BOARD OF SCHOOL TRUSTEES

LINCOLN COUNTY EDUCATION ASSOC.

PRESIDENT

PRESIDENT